

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

CERISSA BROWN,

*

PLAINTIFF,

*

VS.

*

CASE NO.: 2:18-cv-499-ACA

*

SHIPT, INC.,

*

DEFENDANT.

**DEFENDANT SHIPT, INC.'S ANSWER TO PLAINTIFF'S SECOND
AMENDED AND RESTATED COMPLAINT**

COMES NOW Defendant Shipt, Inc., (“Defendant”) and for its Answer to Plaintiff’s Second Amended and Restated Complaint, (Doc. 27), sets forth and says as follows:

1. Defendant admits that it is properly identified in Plaintiff’s Second Amended and Restated Complaint as “Shipt, Inc.”. Defendant denies the remaining material allegations of Plaintiff’s Second Amended and Restated Complaint¹ and hereby adopts and incorporates its responses and defenses

¹ On June 19, 2018, Plaintiff filed her First Amended and Restated Complaint (Doc. 22). However, Plaintiff’s First Amended and Restated Complaint was incorrect and incomplete, as noted by Plaintiff in her Motion to Amend (Doc. 24) filed June 2, 2018. To the extent a pleading responsive to Plaintiff’s First Amended and Restated Complaint (Doc. 22) is required, Defendant denies the material allegations of the First Amended and Restated Complaint, including but not limited to Plaintiff’s allegation that she is entitled to a jury trial on her

contained in its Answer (Doc. 12) to Plaintiff's Complaint (Doc. 1) as if set forth fully herein.

2. Plaintiff inadvertently demanded a jury trial in her First Amended and Restated Complaint (Doc. 22) and Second Amended and Restated Complaint (Doc. 27). Defendant previously filed an unopposed Motion to Strike Jury Demand (Doc. 13). By Order dated May 25, 2018 (Doc. 15), the Court granted Defendant's Motion to Strike Jury Demand. Rather than renew Defendant's Motion to Strike Jury Demand, counsel for Plaintiff and Defendant have conferred and reached an agreement that Plaintiff is not entitled to a jury trial on her claims contained in her Second Amended and Restated Complaint, and that said agreement would be reflected in this Answer. A true and correct copy of counsels' agreement in that regard is attached as Exhibit "A".

Defendant respectfully reserves its right to assert any and all defenses not previously plead as discovery continues.

claims. Defendant adopts and incorporates its responses and defenses contained in its Answer (Doc. 12) to Plaintiff's Complaint (Doc. 1) as if set forth fully in response to Plaintiff's First Amended and Restated Complaint (Doc. 22).

Respectfully submitted,

/s/ H. Spence Morano

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Attorneys for Defendant Shipt, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on July 9, 2018, a copy of the foregoing pleading and Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt to the parties at the addresses listed below.

/s/ H. Spence Morano
OF COUNSEL

cc:

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